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2000-09-12 09:43:26  
Cook County Recorder 33.50

When recorded mail to:  
ABN AMRO MORTGAGE GROUP, INC.  
P.O. BOX 5064  
TROY, MICHIGAN 48084  
ATTN: FINAL/TRAILING DOCUMENTS  
LOAN #: 611755500



COOK COUNTY  
RECORDER

EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

Prepared by: ABN-AMRO  
P.O. BOX 5064  
TROY, MI. 48084



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 31, 2000.**  
**TIMOTHY TUZIK, AN UNMARRIED MAN**

The mortgagor is

("Borrower").

This Security Instrument is given to **ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION**

which is organized and

existing under the laws of **THE STATE OF DELAWARE**  
and whose address is **2600 W. BIG BEAVER RD., TROY, MICHIGAN 48084**

("Lender").

Borrower owes Lender the principal sum of \*\*\*\*\***ONE HUNDRED FIFTY THOUSAND AND NO/100**  
\*\*\*\*\* **Dollars**  
(U.S. **\$150,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),  
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
**SEPTEMBER 1, 2030.**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the  
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,  
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and  
agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender  
the following described property located in **COOK**  
County, Illinois:

TICOR TITLE 459421

which has the address of **4949 W 144TH PL, MIDLOTHIAN**

Illinois **60445** ("Property Address");  
[Zip Code]

[Street, City],

ILLINOIS- Single Family -FNMA/FHLMC UNIFORM INSTRUMENT  
Form 3014 9/90 Amended 5/91

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Initials: J.A.J.  
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mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the annual  
mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept  
use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required  
the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer.

ILLINOIS- Single Family -FNMA/FHLMC UNIFORM INSTRUMENT  
Form 3014 9/90 Amended 5/91

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prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Witnesses:

Timothy Tuzik  
TIMOTHY TUZIK

\_\_\_\_\_

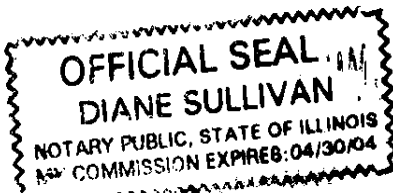
STATE OF ILLINOIS, I, He Undersege Cook County ss: \_\_\_\_\_, a Notary Public in and for said county and state do hereby certify that TIMOTHY TUZIK

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of Aug, 2000.

My Commission Expires:

Diane Sullivan  
Notary Public



TICOR TITLE

459925



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000459425 OC  
STREET ADDRESS: 4949 W. 144TH PLACE  
CITY: MIDLOTHIAN COUNTY: COOK COUNTY  
TAX NUMBER: 28-09-209-003-0000

LEGAL DESCRIPTION:

LOT 3 IN OAKWOODS OF MIDLOTHIAN, BEING A SUBDIVISION OF PART OF LOT 5 IN H.J. CROSS' SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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